

Records aforesaid prior to the recording of these presents; subject, however, to certain rights-of-way heretofore granted by the said William Hockensmith and Effie C. Hockensmith, his wife, and recorded among the aforesaid Land Records of Frederick County, to-wit:

1. To the C. & P. Telephone Company for a telephone line, dated April 4, 1917, and recorded in Liber No. 322, Folio 39.
2. To the State of Maryland for the use of the State Roads Commission for improvements heretofore made in the highway, dated August 31, 1932, and recorded in Liber No. 385, Folio 313.
3. To the Potomac Edison Company for an electric line, dated October 28, 1940, and recorded in Liber No. 426, Folio 551.
4. To the Potomac Edison Company for an electric line, dated December 30, 1940, and recorded in Liber 426, Folio 575.

EXCEPTING from the above conveyance all that lot of land conveyed from Loy E. Hess and Carrie B. Hess, his wife, to Roland Frock and HAZEL FROCK, his wife, by deed dated November 20, 1953, and recorded in Liber 525, Folio 40, one of the aforesaid Land Records.

TOGETHER with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described piece or parcel of land and premises unto and to the proper use and benefit of said mortgagee S, their heirs, successors and assigns, forever, in fee simple.

PROVIDED, if the said mortgagor S, their heirs, successors or assigns, shall pay to the said mortgagee S, or order, the promissory note aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal note shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said mortgagor S agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the promissory note aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon, or until default be made in any covenant herein contained, the said mortgagor shall possess the mortgaged premises as of their present estate therein.

AND THE said mortgagor S for themselves, personal representatives, heirs, successors and assigns, do expressly covenant and agree with the said mortgagee S;

THAT they will pay the indebtedness as hereinbefore provided;